



WILLIAM T FUJIOKA
Chief Executive Officer

County of Los Angeles CHIEF EXECUTIVE OFFICE

713 KENNETH HAHN HALL OF ADMINISTRATION
LOS ANGELES, CALIFORNIA 90012
(213) 974-1101
<http://ceo.lacounty.gov>

October 16, 2007

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**DEPARTMENT OF PUBLIC WORKS: TRAFFIC SIGNAL CONTROL SYSTEM
CITY OF LA VERNE--COUNTY COOPERATIVE AGREEMENT
(SUPERVISORIAL DISTRICT 5)
(4 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that this project is categorically exempt from the provisions of the California Environmental Quality Act.
2. Adopt the resolution to find that the project to procure the traffic control system in the City of La Verne is of general County interest and that County aid in the amount of \$400,000 should be extended to the City.
3. Approve and authorize the Director of Public Works or his designee to sign the Cooperative Agreement between the City of La Verne and the County of Los Angeles, which provides for the City to perform procurement services, installation, integration, contract administration, and all other work necessary to purchase an upgrade of the existing Traffic Control System and related equipment within the City. The agreement provides for the County to provide a not-to-exceed amount of \$400,000 toward the cost of the project by utilizing Los Angeles County Metropolitan Transportation Authority's Grant Funds and matching County funds.

Board of Supervisors

GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this recommended action is to execute an agreement with the City of La Verne to provide funds for the procurement of a traffic signal control system.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs that we provide Service Excellence (Goal 1) and Community Services (Goal 6). The project will provide improved infrastructure and will enhance the quality of life in the affected communities.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund. The cost of the project is estimated to be \$400,000 and is included in the Fiscal Year 2007-08 Proposition C Local Return Fund budget.

The Los Angeles County Metropolitan Transportation Authority will reimburse \$348,800 of the project cost from the 1995 Call for Projects Proposition C Discretionary Grant Funds for the Pomona Valley Traffic Signal Forum. The remaining \$51,200 will be funded by the County's Proposition C Local Return revenue.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The attached agreement, which has been approved as to form by County Counsel, provides for the City of La Verne to perform procurement services, installation, integration, contract administration, and all other work necessary to purchase a traffic signal control system software and related equipment within the City. The agreement establishes the County contribution to the City for actual expenditures not to exceed \$400,000 toward the cost of the project by utilizing the Los Angeles County Metropolitan Transportation Authority Grant Funds and other County funds. This agreement is authorized and provided for by the provisions of Sections 1680-1684 of the California Streets and Highways Code.

ENVIRONMENTAL DOCUMENTATION

This project is categorically exempt from the provisions of the California Environmental Quality Act pursuant to Class 1(x), Subsections 4, 5, and 14 of the County Environmental Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, and Section 15301(c) of the California Environmental Quality Act guidelines. The City of La Verne, which will be carrying out the project, will make an independent determination with respect to the California Environmental Quality Act.

Honorable Board of Supervisors
October 16, 2007
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IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no impact on current County services or projects during the performance of the recommended services, including implementation of the proposed system.

CONCLUSION

Please return one adopted copy of this letter and the signed resolution to the Department of Public Works, Traffic and Lighting Division.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'W. T. Fujoka', with a stylized flourish at the end.

WILLIAM T FUJOKA
Chief Executive Officer

WTF:DLW
WJW:pc

Attachments (2)

c: County Counsel

**RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF
LOS ANGELES TO EXTEND COUNTY AID TO THE CITY OF LA VERNE FOR THE
PURPOSE OF INSTALLING A TRAFFIC SIGNAL CONTROL SYSTEM AND
ASSOCIATED COMMUNICATIONS EQUIPMENT**

WHEREAS, CITY proposes to procure a Traffic Signal Control System, which work is hereinafter referred to as PROJECT; and

WHEREAS, PROJECT is consistent with the scope of work for traffic improvements within CITY pursuant to Memorandum of Understanding Number P0002315 (447-246-2-92-95) between COUNTY and the Los Angeles County Metropolitan Transportation Authority (Metro); and

WHEREAS, PROJECT is entirely within the jurisdictional limits of CITY; and

WHEREAS, PROJECT will be installed along the following arterials:
White Avenue, Bonita Avenue, and Arrow Highway; and

WHEREAS, PROJECT is of general interest to CITY and COUNTY; and

WHEREAS, CITY is willing to perform the procurement administration for PROJECT; and

WHEREAS, the COST OF PROJECT includes the costs of the procurement administration and the Traffic Signal Control System software, hardware, and 4 years of vendor system maintenance and support for PROJECT, as more fully set forth herein; and

WHEREAS, the total COST OF PROJECT is currently estimated to be Four Hundred Thousand and 00/100 Dollars (\$400,000); and

WHEREAS, COUNTY has secured and obtained grant funds from the Metro up to a maximum of Three Hundred Forty-Eight Thousand Eight Hundred and 00/100 Dollars (\$348,800) and will provide matching funds up to a maximum of Fifty-One Thousand Two Hundred and 00/100 Dollars (\$51,200), from its Proposition C Local Return fund to finance the COST OF PROJECT; and

WHEREAS, COUNTY is willing to utilize the Metro grant funds and COUNTY matching funds to reimburse CITY for actual expenditures not to exceed Four Hundred Thousand and 00/100 Dollars (\$400,000) toward the COST OF PROJECT; and

WHEREAS, CITY is willing to finance the remaining COST OF PROJECT in excess of COUNTY'S maximum contribution of Four Hundred Thousand and 00/100 Dollars (\$400,000); and

WHEREAS, such a proposal is authorized and provided for by provisions of Sections 1680-1684 of the California Streets and Highways Code.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by CITY and COUNTY and of the promises herein contained, it is hereby agreed as follows:

Section 1. The PROJECT is of general County interest and County aid shall be extended therefor.

Section 2. Subject to the terms and conditions set forth herein, the County of Los Angeles consents, pursuant to the provisions of Sections 1680-1684 of the California Streets and Highways Code, to extend County aid in the amount of \$400,000 to the City of La Verne for the installation of a traffic signal control system.

Section 3. The financial obligations of the County of Los Angeles are expressly conditioned upon obtaining reimbursement from the Metro pursuant to Memorandum of Understanding Number P0002315 (447-246-2-92-95) between COUNTY and Metro.

Section 4. If any provision of this Resolution is held or declared to be invalid, the Resolution shall be void and the consent granted hereunder shall lapse.

The foregoing resolution was on the _____ day of _____, 2007
adopted by the Board of Supervisors of the Los Angeles and ex officio the
governing body of all other special assessment and taxing districts for which said
Board so acts.

SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of the
County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By Julia C. Weissman
Deputy

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A G R E E M E N T

THIS AGREEMENT, made and entered into this _____ day of _____, 2007, by and between the CITY OF LA VERNE, a municipal corporation in the County of Los Angeles, hereinafter referred to as CITY, and the COUNTY OF LOS ANGELES, a political subdivision of the State of California, hereinafter referred to as COUNTY:

W I T N E S S E T H

WHEREAS, CITY desires to procure a Traffic Signal Control System according to a scope of work as described in Attachment A of this AGREEMENT, which work is hereinafter referred to as PROJECT; and

WHEREAS, the procurement of Traffic Signal Control System Software is consistent with the scope of work for traffic improvements within CITY pursuant to Memorandum of Understanding Number P0002315 (447-246-2-92-95) between COUNTY and the Los Angeles County Metropolitan Transportation Authority (Metro); and

WHEREAS, PROJECT is entirely within the jurisdictional limits of CITY; and

WHEREAS, PROJECT will be installed along the following arterials: White Avenue, Bonita Avenue, and Arrow Highway; and

WHEREAS, PROJECT is of general interest to CITY and COUNTY; and

WHEREAS, CITY is willing to perform the procurement administration for PROJECT; and

WHEREAS, the COST OF PROJECT includes the costs of the procurement administration and the Traffic Signal Control System software, hardware, and 4 years of vendor system maintenance and support for PROJECT, as more fully set forth herein; and

WHEREAS, the total COST OF PROJECT is currently estimated to be Four Hundred Thousand and 00/100 Dollars (\$400,000), with Metro grant funds of Three Hundred Forty-Eight Thousand Eight Hundred and 00/100 Dollars (\$348,800) and COUNTY matching funds of Fifty-One Thousand Two Hundred and 00/100 Dollars (\$51,200); and

WHEREAS, COUNTY has secured and obtained grant funds from the Metro up to a maximum of Three Hundred Forty-Eight Thousand Eight Hundred and 00/100 Dollars (\$348,800) and will provide matching funds up to a maximum of Fifty-One Thousand Two Hundred and 00/100 Dollars (\$51,200) to finance the COST OF PROJECT; and

WHEREAS, COUNTY is willing to utilize the Metro grant funds and COUNTY matching funds to reimburse CITY for actual expenditures not to exceed Four Hundred Thousand and 00/100 Dollars (\$400,000) toward the COST OF PROJECT; and

WHEREAS, CITY is willing to finance the remaining COST OF PROJECT in excess of COUNTY'S maximum contribution of Four Hundred Thousand and 00/100 Dollars (\$400,000); and

WHEREAS, such a proposal is authorized and provided for by the provisions of Sections 1680-1684 of the California Streets and Highways Code.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by CITY and COUNTY and of the promises herein contained, it is hereby agreed as follows:

(1) CITY AGREES:

- a. To perform the procurement administration for PROJECT.
- b. To finance the remaining COST OF PROJECT that is in excess of COUNTY'S maximum contribution of Four Hundred Thousand and 00/100 Dollars (\$400,000).
- c. To make the required environmental finding in compliance with the California Environmental Quality Act and prepare any necessary environmental documents;
- d. If needed, to advertise PROJECT for software bids, to inform COUNTY of the content of the bids received, to award the contract after approval by COUNTY, and to administer the procurement contract;
- e. To furnish COUNTY with information on all contract change orders for PROJECT and obtain COUNTY'S prior approval of all such contract change orders, subject to paragraph (2) c., below;
- f. To administer the installation and construction of PROJECT in accordance with all regulations and requirements of Metro relating to the expenditure of Proposition C Local Return funds and Proposition C twenty-five percent (25%) Discretionary funds. CITY'S records for PROJECT shall be open to inspection and subject to audit and reproduction by the COUNTY and Metro, or any of their duly authorized representatives, and shall be retained by the CITY for a period of not less than seven (7) years after final payment to contractor(s) for PROJECT.

- g. To ensure that COUNTY and all officers and employees of COUNTY are named as additional insured parties under the software vendor(s) Contractor's General Liability and automobile insurance policies.
- h. To furnish COUNTY, within one hundred twenty (120) calendar days after final acceptance of PROJECT, a final accounting of the actual total PROJECT costs, including an itemization of actual unit costs and actual contract quantities; and all labor, equipment, material, consultant services, indirect, and miscellaneous costs; and other administrative and overhead costs required for CITY'S performance as specified in paragraph (1) a., above.
- i. To submit invoice to COUNTY in the amount of Four Hundred Thousand and 00/100 Dollars (\$400,000) within 30 days of the adoption of this agreement by COUNTY, subject to paragraph (3) h., below; and
- j. Upon completion of PROJECT, to accept full and complete ownership of PROJECT, and responsibility for PROJECT, and to maintain in good condition and at CITY expense all improvements constructed as part of PROJECT within CITY'S jurisdiction, including maintaining timing of traffic signals.

(2) COUNTY AGREES:

- a. To secure and obtain Metro grant funds to be used to finance toward COST OF PROJECT.
- b. To deposit with CITY, following execution of this AGREEMENT and upon demand by CITY, sufficient COUNTY funds to finance COUNTY'S share of PROJECT by utilizing Metro grant funds and COUNTY matching funds up to a maximum amount of Four Hundred Thousand and 00/100 Dollars (\$400,000) and subject to paragraph (3) h., below. Said demand will consist of billing invoices prepared by CITY. The actual COST OF PROJECT shall be determined by a final accounting of PROJECT costs;
- c. To review bids, the proposed award amount for PROJECT, and any change orders for PROJECT and provide written approval, or other response, within twenty (20) calendar days of presentation by CITY. COUNTY'S approval may only be withheld for good reason and in good faith. If COUNTY'S response is not received within said twenty (20) calendar days, CITY may proceed with PROJECT or change orders.
- d. To authorize CITY to represent COUNTY in all negotiations pertaining to the advertisement of PROJECT for bids, award, and administration of the contract, and in all things necessary and proper to complete PROJECT.

(3) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. COUNTY'S contribution shall only pay for those eligible items of work included in the Metro's Bus Speed Improvements Program guidelines.
- b. The COST OF PROJECT, as referred to in this AGREEMENT, shall consist of the costs of procurement administration, and the Traffic Signal Control Software, system testing, and all other work and materials necessary to complete PROJECT in accordance with the approved conceptual plan and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any or all of the aforementioned items.
- c. The cost of procurement administration, as referred to in this AGREEMENT, shall consist of the costs of environmental documentation; and all other necessary work prior to advertising of PROJECT for construction bids and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any and all of the aforementioned items.
- d. The cost of the contract, as referred to in this AGREEMENT, shall consist of the actual payments to the contractor for PROJECT.
- e. If COST OF PROJECT, based upon the final accounting, is less than COUNTY'S payments, as set forth in paragraph (2) b., above, CITY shall refund the difference to COUNTY.
- f. During implementation of PROJECT, CITY shall furnish an inspector or other representative to perform the functions of an inspector. COUNTY may also furnish, at no cost to CITY, a Consultant or other representative to assist in the integration of PROJECT. COUNTY shall have no obligation to inspect PROJECT and no liability shall be attributable as a result of COUNTY'S inspection or failure to inspect. Said inspectors shall cooperate and consult with each other, but the orders of CITY inspector to the contractor or any other person in charge of construction shall prevail and be final, and the CITY inspector shall be responsible for the proper inspection of PROJECT as needed.
- g. COUNTY shall not be liable for any costs for PROJECT that do not conform to the regulations and requirements of Metro, as referred to in paragraph (1) f., above.

- h. The financial obligations of COUNTY pursuant to this AGREEMENT are conditional upon COUNTY'S obtaining reimbursement from Metro pursuant to Memorandum of Understanding Number P0002315 (447-246-2-92-95) between COUNTY and the Metro.
- i. This AGREEMENT may be amended or modified only by mutual written consent of COUNTY and CITY.
- j. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY: Mr. Daniel W. Keesey
Director of Public Works
City of La Verne
3660 "D" Street
La Verne, CA 91750-3595

COUNTY: Mr. Donald L. Wolfe
Director of Public Works
County of Los Angeles
Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

- k. Neither COUNTY nor any officer or employee of COUNTY shall be responsible for any damage or liability occurring by reason of any act or omission on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to, assumed by, or determined to be the responsibility of CITY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any act or omission on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT.
- l. It is understood and agreed that the provisions of Assumption of Liability Agreement No. 32381 between CITY and COUNTY, adopted by the Board of Supervisors on November 14, 1977, and currently in effect, are inapplicable to this AGREEMENT.

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IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the CITY OF LA VERNE on _____, 2007, and by the COUNTY OF LOS ANGELES on _____, 2007.

COUNTY OF LOS ANGELES

By _____
Director of Public Works

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By Julia C. Ulesoma
Deputy

CITY OF LA VERNE

By _____
Mayor

ATTEST:

By _____
City Clerk

By _____
City Attorney

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ATTACHMENT A

WORK DESCRIPTION	ESTIMATED COST
Servers, computers, and auxiliary equipment	\$ 22,000
Controller replacements and upgrades	\$ 50,385
Traffic Control Cabinet	\$ 12,377
Field to center communications equipment	\$ 95,865
Software license, integration, testing, and training	\$ 113,500
Site Survey	\$ 6,500
Shipping	\$ 1,500
Taxes	\$ 13,229
Subtotal	\$ 315,356
Contingencies	\$ 36,644
Support, Warranty, and Maintenance	\$ 48,000
Grand Total	\$ 400,000